

# Buyer Rebate Cash Back Program

**Buyers or Investors: Ready to buy your next home?**

**Is it with a Builder or listed with an Agent?**

**We give you up to 1/2 our 3% commission.**



## *How does it work? It's simple.*

Hire us as your buyer's agent, and we will pay you 1/2 of our 3% commission at Closing!!

If the commission is less than 3% - then rebate will be slightly less.

On \$300,000 home, a 3% commission is \$9,000. You would receive \$4500 at closing.



Sale Price	\$800,000	\$500,000	\$300,000
3% Commission to Agent	\$24,000	\$15,000	\$9,000
Agent Receives Half	\$12,000	\$7,500	\$4,500
Buyer Receives Half	\$12,000	\$7,500	\$4,500

Ask for All The Details - Serving Virginia Clients since 1995

## *How do I Get Started:*

Fill out the attached Buyer Rebate Packet which gives us what we need to start.

Send us your pre-approval letter from your lender, so we know how much home you can afford.

(Don't have a lender - No worries - we can guide you to some great lenders - just let us know.)

We will set you up with an account that will alert you to homes that meet your criteria so you can look at all the pictures.

Do a drive by to see if you like the area, neighborhood, yard, street it is on, etc.

Then contact us with the address or MLS # so we can set up a showing.

If you stop in at a builder's model home - be sure to tell them you have an agent and if you register, be sure to put your agent's name -

Debbie Crevier-Kent Licensed with Cottage Street Realty, LLC.

Ask us for some business cards.

Once you find your dream home, the purchase offer will be sent to you to review and sign.

It will be submitted to the listing agent of the home you wish to purchase.

Once the offer is accepted, we will work with you to get you to closing day.

You will receive the rebate at closing! You can use it for your down payment or towards your closing costs!

We bring years of experience to the table too to get you the best possible price!

**For More Info: <https://gotofsbo.com/BuyerRebateProgram.php>**

or E-Mail: [dkentcsr@gmail.com](mailto:dkentcsr@gmail.com) or call Corporate: 540-582-5777; Satellite: 757-301-1764; 703-740-7654

## **BUYER REBATE FAQ'S**

Thank you for your interest in our Buyer Rebate Program. This Program is designed for individuals that are willing to do some home searching on their own to save even more money at closing. We do require you send us your mortgage pre-qualification letter from a qualified lender before we get started. If you don't have a lender, we send you contact information to some great lenders. It only takes a few minutes on the phone to get pre-qualified. We have lenders for all different levels of credit.

### **1. How to Get Your Cash Back Rebate?**

Just give us a call to get the ball rolling!!

A buyer rebate agreement must be signed for the cash back rebate from Cottage Street Realty before we get started. All MLS listed properties are available for the public to view on MLS websites as well as Realtor.com. Not only can you be completely self-efficient in your search by utilizing the tools on the internet, but you know better than anyone, exactly what you are looking for in a home, thus saving you a lot of time. The less time we spend with you, the more money you receive back at closing. Once you select a property, we will prepare the offer, send electronically for you to sign (if allowed by that listing) and then we will present the offer to the listing agent. From that point, we handle the negotiations, and assist in meeting the details of the contract through the closing day. An agent representing a buyer normally gets 3% of the purchase price. We give you up to half of that back. If the commission is less than 3%, we always get a minimum of 1.5%.

### **2. Can I Get Rebate with New Homes Builders?**

Yes. Getting your rebate when buying a new home is the easiest of all. All the major builders welcome agents, and there are never any discounts if buyers purchase directly from builders, so getting the rebate makes perfect sense. If you're buying a new home, just let the builder/developer register Cottage Street Realty, LLC as your agent (do not tell them about the rebate so it doesn't affect your negotiating power). Have the builder or builder's rep provide you with a note verifying they have registered you as our client and provide a copy to us upon receipt. We can also give you business cards to give them.



### **3. Does the Rebate Amount Vary?**

Our commission is always a minimum of 1.5% of the transaction. If there is 3% paid to the buyer's agent, your rebate will be up to half of that, if the commission is 2.5% your rebate would be up to 1%. The terms of the rebate are spelled out in our Buyer Rebate Agreement.

#### **4. How to search for & find your perfect home?**

Send us the criteria for your next home. We will enter your information into the MLS system so you receive property alert emails of any home that meets your criteria automatically!! You would be the first to know when a home is listed or the price reduced that meets your guidelines. Also, you can search for properties online using Realtor.com, Zillow.com & Trulia.com, etc.

#### **5. Is the Rebate Taxable?**

The rebate is a large sum of money. Please ask your accountant for your final answer.

#### **6. Can I lose the rebate?**

Yes, we will not be able to represent you until you have signed a Buyer Rebate Agreement (you may set the length of the rebate). The Buyer Rebate Agreement will protect and guarantee the rebate at closing and our services during the entire transaction. Once you sign a Buyer Rebate Agreement, you must disclose to other agents that you are being represented. If you are asked if you have an agent, the most appropriate response is "YES, I/ we have an agent". Never misrepresent yourself to a realtor and/or homeowner or trick him/her into showing you the property, then switch agencies, it's unethical. We will not be able to represent you if that occurs and you will lose out on the rebate.

After you sign the agreement, we will represent you as your buyers' agent. We will provide you with business cards. You can use them to show agents and/or give them out at open houses to inform other parties you're being represented. When driving through neighborhoods you see a home of interest, call us for availability. You should NOT tell listing agent or seller that you are getting a Rebate, but you must disclose you are represented. It does not hurt to knock on someone's door if you see a house of interest. We advise when you go to open houses and you sign the open house register, you put by your name (represented by Cottage Street Realty) and leave our business card to the showing agent or builder.

#### **7. Are Open Houses the Best Opportunity To Earn the Rebate?**

YES, open houses are your best opportunity since the listing agent cannot claim you as their client. Sometimes, open houses are hosted by other agents in the same office or the homeowner. When you are asked to sign any paper or sign in sheet, read carefully before you sign. Disclose to ALL parties that you have retained Cottage Street Realty, LLC (Debbie Crevier-Kent) to represent you and make it clear you are not retaining their services. We can also give you business cards to give them. Always sign in your name with Cottage Street Realty contact information. Soliciting clients from other agents is strictly prohibited, so if someone tried to represent you after you told him/her that you are already represented, please notify us.

#### **8. If we deal directly with the listing agent, wouldn't they be willing to give us a rebate? Or wouldn't the seller get a discount if we dealt with the listing agent or talked to the seller directly?**

The buyer's agent's share of the commission is usually half of the total 6% commission. If you buy a house directly through the listing agent, all of that 3% will go to them, along with the other 3% they are probably getting for listing the property (total of 6%). Even if you deal directly with the seller, the

standard 6% listing contract states the listing agent still gets the full commission. No discounts for the seller finding the buyer, even if the buyer is his brother and the agent did absolutely nothing other than sign the listing agreement. The standard 6% Exclusive Right to Sell Listing Agreement is 100% biased toward the realtors. The other factor is that almost all the big brokers don't allow their agents to offer discounted services. Even if they *were* allowed, it still wouldn't work because after the agent split the 3% with their broker, there wouldn't even be enough left to give you half of their commission anyway. You probably don't realize that most agents must share 50% of their commission with their broker at many realty companies. Even if they agreed to work for free, they wouldn't be able to give you half of their commission.

Another important factor, do NOT ask the listing agent to provide a rebate. It compromises your negotiation when the sellers know you have a rebate. Let us get you the best price first. Only at closing, will the other parties learn about the rebate when they see it on the ALTA (formerly called HUD 1).

**9. What if there's just no way for me to get inside to see a particular house, I must have Cottage Street Realty Agent to show me the home, Can I still get a cash rebate?**

YES! There is always a way to see the home, as long as it is available. If the listing agent is not having any open houses, we will assign you a Cottage Street Realty agent to show you the home by appointment. You will drive by homes of interest to make sure that the exterior of the home is appealing to you. When you are ready to view the interior of a home, contact your assigned Cottage Street Realty agent and he/she will arrange the appointment. Operating this way eliminates time wasted by our agents showing homes that are undesirable from the outside. Because you are helping us work more efficiently, we can afford to reward you a portion of our commission in the form of a rebate at closing. The rebate to our Buyer Client varies depending on the number of hours spent by our agents (see schedule below). The maximum rebate is Half of our 3% commission (minimum we receive is 1.5%).

Homes Visited With Cottage Street Agent:	Max % of our Commission we will rebate to our buyer:
Up to 0 – 5 hours of showing time	Up to Half of a 3% commission
Up to 10 hours showing time	1.25%
Up to 12 hours showing time	1%
Up to 14 hours showing time	1/2%

Please take a look at the chart below at our fees. These fees are subtracted from the rebate as follows:

- Any travel time during rush hour traffic ( 7am – 9am or 4pm – 6:30pm) - \$100/per hr.
- Attending the home inspection - \$100.00 per hour
- Attending the walk-through - \$100.00 per hour
- Attending the closing - \$500.00
- Failure to close with our Approved Settlement Company will reduce rebate by 1%.

**Please NOTE:** This program is not intended to rush buyers into making a quick decision. It is not designed to punish buyers that view more homes. It is designed to reward the buyers that take the time to do research prior to setting up showing appointments. Rebates can be impacted by lender guidelines. Please discuss the rebate with your mortgage professional to see if there are any restrictions.





Debbie Crevier-Kent  
Licensed with Cottage Street Realty, LLC  
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757-301-1764  
540-582-5777  
dkentcsr@gmail.com

## Exclusive Right to Represent Buyer Agreement

This Agreement is made on \_\_\_\_\_ between Cottage Street Realty, LLC ("Broker")  
And \_\_\_\_\_ Buyer(s).

In consideration of services and facilities, the Broker is hereby granted the right to represent the Buyer in the acquisition of real property. (As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange or lease of property or an Agreement to do so.) The Buyer is retaining the Broker to acquire the following type of property: \_\_\_ Residential, \_\_\_ Land, \_\_\_ Commercial.

1. **BUYER'S REPRESENTATIONS.** The Buyer represents that as of the date of this Agreement, the Buyer is not a party to a Buyer Representation Agreement with any other Brokerage Firm. The Buyer further represents that the Buyer has disclosed to the Sales Associate information about any properties that the Buyer has previously visited at any new homes communities or resale open houses, or that the Buyer has been shown by any other Real Estate Sales Associate(s) in any area where the Buyer seeks to acquire property under this Agreement.
2. **TERM.** This Agreement begins when signed and, subject to Paragraph 5, expires at 12 AM on \_\_\_\_\_.
3. **BROKER'S DUTIES.** Cottage Street Realty, LLC agrees to perform the services necessary to guide homeowner through a successful purchase of their home inc:
  - A. Performing the terms of this Agreement;
  - B. Seeking property at a price and terms acceptable to the Buyer;
  - C. Drawing up the offer and presenting in a timely manner, all written offers or counteroffers or negotiations to and from the Buyer;
  - D. Disclosing to the Buyer all material facts related to the property or concerning the transaction of which they have actual knowledge;
  - E. Accounting for in a timely manner all money and property received in which the Buyer has or may have an interest.
  - F. Working with the Listing Agent
  - G. Working with Buyer, Lender and Title Company to meet the terms of the Contract.
  - H. Broker may show the same property to other Buyers; represent other buyers on the same or different properties during this time.
  - I. Broker may represent Sellers relative to other properties; or provide assistance to seller or prospective seller by performing ministerial acts that are not inconsistent with the Broker's duties under this Agreement.
4. **BUYER'S DUTIES.** The Buyer shall: (a) work exclusively with the Broker during the term of this Agreement; (b) pay the Broker, directly or indirectly, the compensation set forth below; (c) comply with the reasonable request of the Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available during the Broker's regular working hours to view properties.
5. **COMPENSATION.** In consideration of the time and effort expended by the Broker on behalf of the Buyer, and in further consideration of the advice and counsel provided to the Buyer, the Buyer shall pay compensation ("Broker's Fee") to the Broker as described below. The Broker's Fee shall be earned, due and payable under any of these circumstances whether the transaction is consummated through the services of the Broker or otherwise:

- A. If the Buyer enters into a contract to acquire real property during the term of this Agreement and goes to settlement on that contract any time thereafter; OR
- B. If, within 90 days after expiration or termination of this Agreement, the Buyer enters into a contract to acquire real property that has been described to or shown to the Buyer by the Broker during the term of this Agreement, unless the Buyer has entered into a subsequent "Exclusive Right to Represent Buyer" Agreement with another real estate broker; OR
- C. If, having entered into an enforceable contract to acquire real property during the term of the Agreement, the Buyer defaults under the terms of that contract.
- D. The Broker's Fee shall be 3%. If the seller or the seller's representative offers compensation to the Broker, then the Buyer authorizes the Broker to receive such compensation and the amount of such compensation shall be credited against the Buyer's obligation to pay the Broker's Fee. The Broker may retain any additional compensation offered by the seller or seller's representative, even if this causes the compensation paid to the Broker to exceed the fees specified above. In no case shall the compensation be less than the fees specified above unless agreed to in the below Paragraph 12. Any obligation incurred under this Agreement on the part of the Buyer to pay the Broker's Fee shall survive the term of this Agreement.
6. **DISCLOSED DUAL REPRESENTATION.** The Buyer acknowledges that in the normal course of business, the Broker may represent sellers of properties in which the Buyer is interested. If the Buyer wishes to acquire any property listed with the Broker, then the Buyer will be represented in one of the two ways that are permitted under Virginia law in this situation. The written consent required from the parties in each case will be accomplished via execution of the appropriate disclosure form at the time of the contract offer.  
*Dual representation* occurs when a buyer and seller in one transaction are represented by the same Broker and the same Sales Associate. When the parties agree to dual representation, the ability of the Broker and the Sales Associate to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.  
*Designated representation* occurs when a buyer and seller in one transaction are represented by different Sales Associates affiliated with the same Broker. Each of these Sales Associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not dual representatives if each represent only the buyer or only the seller in a specific real estate transaction. Except for disclosure of confidential information to the Broker, each Designated Representative is bound by the confidentiality requirements. The Broker remains a dual representative.
- Dual Representation:* The Buyer  Does OR  Does Not consent to be shown and to consider acquiring properties listed with the Broker through the Sales Associate.
- Designated Representation:* The Buyer  Does OR  Does Not consent to be shown and to consider acquiring properties listed with the Broker through another Designated Representative associated with the firm.
7. **DISCLAIMER.** The Buyer acknowledges that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. The Buyer is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters. The Buyer should exercise whatever due diligence the Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et.seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000 or [www.vsp.state.va.us](http://www.vsp.state.va.us)
8. **EQUAL OPPORTUNITY.** Properties shall be shown and made available to the Buyer without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.
9. **REBATE\*.** Cottage Street Realty will give buyer up to half the agent's commission, on the purchase of the Buyer's home, if Buyer uses Cottage Street Realty as their Buyer's Agent. This rebate is on the base price of the home only – any options or other add-ons are not included. Percentage of rebate given is dependent on how many hours spent by agent - see Paragraph 10 below. Percentage is also dependent on the percentage of commission listing company is paying Buyer's Agent. The maximum rebate is 1/2 of our 3% commission (minimum we receive is 1.5%). This rebate is contingent upon Cottage Street Realty, LLC receiving the commission at closing prior to rebating the funds to the buyer.

10. **HOW IS REBATE PAID?\*** It is our intent to pay the rebate directly at closing, on the ALTA (formerly called HUD1), which will allow you to use the funds immediately at closing. In some cases, lenders will not allow this. If this is the case, then a check will be issued from the broker, once funds have been received from the settlement company, deposited and cleared in Escrow Account. A \$500 processing fee will be applied due to extra work and paperwork involved on our end or we can set you up with a lender that will allow it on the HUD/ALTA. Title company will provide you with a copy of the Closing Statement (ALTA - formerly called HUD1). We do not attend closing as it is not necessary. **Failure to close with one of our approved settlement companies will reduce the rebate by 1%.**

11. **REBATE PERCENTAGE:** Your rebate amount depends on how many hours we need to accompany you to view homes. The more work you do, the more your rebate.

# Of Hrs Agent Spent Showing Properties	Max we will rebate to our buyer on 3%
Up to 5 hours showing time	Up to Half of a 3% Commission
Up to 10 hours showing time	1.25% on a 3% Commission
Up to 12 hours showing time	1% on a 3% Commission
Up to 14 hours showing time	1/2% on a 3% Commission

12. **OTHER PROVISIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. **MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire Agreement between the parties and supersedes any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Broker, arising out of this Agreement, or to collect the Broker's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the courts or arbitrator(s).

**(NOTE:** The Buyer should consult with the Sales Associate before visiting any resale or new homes or contacting any other REALTORS representing sellers, to avoid the possibility of confusion over the brokerage relationship and misunderstanding about liability for compensation.)

The Buyer \_\_\_\_ Does OR \_\_\_\_ Does Not hold an active or inactive Virginia Real Estate License.

Buyer Current Address: \_\_\_\_\_

Buyer Current City, State, Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PREVIOUS AGENT RELATIONSHIPS:** The client(s)/buyer(s) agree that by signing this agreement they are not working with any other agents.

\_\_\_\_\_  
Buyer Date Agent Date

\_\_\_\_\_  
Buyer Date Agent Date

# DISCLOSURE OF BROKERAGE RELATIONSHIP

*THIS IS NOT A CONTRACT; IT DOES NOT CREATE AN OBLIGATION*

In connection with this transaction, whether purchase, sale, lease or option,  
the client of the Broker/Firm is: *(check one)*

Seller

Buyer

Lessor (Landlord)

Lessee (Tenant)

Optionor

Optionee

The duties of real estate licensees in Virginia are set forth in Section 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. You should be aware that in addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relative to the transaction which may be obtained from other sources. Each party should carefully read all documents to assure that the terms accurately express his or her understanding and intent. Licensees can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional.

\_\_\_\_\_  
Date                      Name

\_\_\_\_\_  
Date                      Name

\_\_\_\_\_  
Date                      Name

\_\_\_\_\_  
Date                      Name

Cottage Street Realty, LLC  
Brokerage Firm

Debbie P. Kent  
Sales Associate

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NVAR - 1207 - 10/00







**Needs & Wants Checklist**

The below checklist is just for you. It is here if you wish to use it. If you do fill it out, send to us as it is helpful (but it is not required to fill out.)

Add details or other information as desired for each item to make your wants and needs perfectly clear. For example, you can list the proximity desired to the elementary school, or list specific communities or neighborhoods. It will help to prioritize your Needs and Wants once you've completed the checklist. Consider both the present and the future. Keep in mind when house hunting that Wants can often be changed or added in a particular home. Also understand that your Budget is the determining factor in whether or not to pursue a home that meets your criteria.

<b>TYPE</b>	<b>Need</b>	<b>Want</b>	<b>Don't Want</b>
Single-Family			
Townhome			
Condo			
Mobile home or Manufactured			
New			
Existing			
Other:			
<b>LOCATION</b>			
Central City			
Suburbs			
Outlying			
Country			
Other:			
<b>Near</b>			
Job			
Schools			
Friends and/or Family			
Place of Worship			
Parks			
Public Transportation			
Airport			
Expressway			
Neighborhood shopping			
Large Shopping Mall			
Entertainment/Restaurants/Theaters			
Other:			

<b>CONDITION</b>	<b>Need</b>	<b>Want</b>	<b>Don't Want</b>
Move-in Condition			
Fixer-upper			
Needs minor work or remodeling			
Other:			
<b>STYLE</b>			
Number of Levels:			
Traditional			
Contemporary			
Ranch/Rambler			
Two-story			
Tudor			
Victorian			
Split-level			
Colonial			
Other:			
<b>EXTERIOR</b>			
Brick			
Stucco			
Aluminum siding			
Vinyl siding			
Wood frame			
Other:			
<b>SYSTEMS</b>			
Boiler, furnace, oil tank (circle preference)			
Central air conditioning			
Security			
Internet/Cable ready			
Water: well or city, water softener			
Other:			
<b>FLOOR PLAN</b>			
Basement			
Finished basement			
Attic			
Formal foyer			
Formal living room			
Great room			
Family room			
Formal dining room			
Office			
Rec room			
Mud room			

Laundry room			
Actual, livable square footage:			
Other:			
<b>BATHROOMS</b>			
Number:			
Shower			
Tub			
Jacuzzi			
Double sinks			
Dressing area			
Other:			
<b>BEDROOMS</b>			
Number:			
Master suite			
First-floor Master suite			
Rooms for future children/elderly relatives			
All bedrooms on one level			
Walk-in closets			
Other:			
<b>KITCHEN</b>			
Countertop materials:			
Type, Brand or New Appliances			
Garbage Disposal			
Garbage Compactor			
Dishwasher			
Oven style (gas, electric, etc.)			
Eating area in kitchen			
Desk area			
Pantry			
Center Island			
Other:			
<b>GARAGE/PARKING</b>			
Size:			
Street parking available			
Paved driveway			
Size and/or shape of driveway:			
Reserved or deeded spot (for condos)			
Other:			
<b>SPECIAL FEATURES</b>			
<b><i>Interior:</i></b>			
Fireplace			
Vaulted ceilings			
High ceilings			

Wood floors			
Ceiling fans			
Built-in cabinets/entertainment center			
Bay Windows, Skylights			
Extra storage space			
First or second floor laundry			
Other:			
<b>Exterior:</b>			
Lot Size:			
Out buildings:			
Good view			
Natural light			
Back yard			
Garden			
Play area			
Screened porch			
Patio/Deck			
Front porch			
Fenced yard			
Barbecue area			
Outdoor lighting			
Mature trees and/or shrubs			
Landscaping			
Maintenance provided by a homeowners association			
Other:			
<b>Community/Neighborhood:</b>			
Highly-rated schools			
Swimming pool			
Tennis Courts			
Golf Course			
Parks			
Park programs/activities			
Health clubs			
Sidewalks			
Bike Trails			
Local college			
Other:			
<b>Lifestyle:</b> (Daily or frequent travel, recreation, hobbies and other personal preferences that effect the location and features of your home)			